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Amended Restrictive Covenants

Page 1 of 8

Gary Christensen Washington County Recorder

05/12/2025 04:48:32 PM Fee \$ 160.00

By JENKINS & BAGLEY

Recorded at the request of:
A N A Enterprises, LLC

**Record against the Property
described in Exhibit A**

After Recording mail to:
JENKINS BAGLEY SPERRY, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIGO TRAILS SUBDIVISION

As more particularly stated herein, this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Indigo Trails Subdivision (hereinafter "Amendment"), amends the Declaration of Covenants, Conditions and Restrictions for Indigo Trails Subdivision, recorded with the Washington County Recorder on September 9, 2016, as Entry No. 20160033357 (the "Declaration").

This Amendment is undertaken pursuant to Section 10.4.2 of the Declaration which provides that the "Declarant shall have, and is hereby vested, with the right to unilaterally amend [the] Declaration as may be reasonably necessary or desirable for all purposes..."

This Amendment shall take effect upon the date it is recorded in the records of the Washington County Recorder (the "Amendment Date"). All of the Property known as "Indigo Trails Subdivision" (described in Exhibit A attached hereto and made a part hereof) shall be held, sold, and conveyed subject to the Declaration as amended by this Amendment.

The following amends, wholly replaces, and substitutes for the following sections in the Declaration—all other terms of the Declaration and other governing documents that do not contradict the terms of this Amendment shall remain in full force and effect. In the event of a conflict between this Amendment and the Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations ("Governing Documents"), this Amendment shall control.

Exhibit "C" to the Declaration

THE DEFINITION OF "DECLARANT CONTROL PERIOD" IN EXHIBIT "C" TO THE DECLARATION IS AMENDED AS FOLLOWS (AMENDMENTS ARE IN STRIKEOUTS (DELETED) AND ITALICS (ADDED)):

DECLARANT CONTROL PERIOD. Declarant Control period shall mean the period during which the Declarant's rights shall exist. The Declarant's rights under this Declaration shall exist until *the earlier of the following: (i) January 1, 2035, or (ii) the date upon which Declarant voluntarily terminates the Declarant Control Period in writing.* ~~Declarant no longer has any ownership interest in the Development or any~~

~~Annexable Land.~~

Article 2, Section 2

SECTION 4 OF ARTICLE 4 OF THE DECLARATION IS AMENDED AS FOLLOWS (AMENDMENTS ARE IN STRIKEOUTS (DELETED) AND ITALICS (ADDED)):

2.22 EXCEPTION FOR DECLARANT. Notwithstanding the restrictions contained in this Article 2, during the Declarant Control Period, Declarant shall have the right to use any Homesite or Dwelling Unit owned or leased by it, and Common Area, in furtherance of any reasonably necessary or appropriate construction, marketing, sales, management, promotional, or other activities designed to accomplish or facilitate the construction, maintenance and sale of Homesites and/or Dwelling Units owned by Declarant. Additionally, Declarant may construct Dwelling Units on any Homesites owned by Declarant without obtaining any permissions or approvals from the Board or ACC, provided Declarant in good faith believes that the Dwelling Units being constructed are consistent with the original intent of the Development. *Further, Declarant shall not be required to submit landscaping plans to the ACC or receive any approvals with respect to landscaping performed or otherwise required by Declarant from the ACC.*

Article 4, Section 4

SECTION 4 OF ARTICLE 4 OF THE DECLARATION IS AMENDED AS FOLLOWS (AMENDMENTS ARE IN STRIKEOUTS (DELETED) AND ITALICS (ADDED)):

4.4. OPERATION. Generally, the Association shall be governed by a Board of Directors ("Board") and certain Association Officers as set forth more fully in the Association's Bylaws. ~~During the Declarant Control Period, Board members shall be appointed (and replaced) by the Declarant. Thereafter,~~ Members shall elect the Board members.

Article 8, Section 1

SECTION 1 OF ARTICLE 8 OF THE DECLARATION IS AMENDED AS FOLLOWS (AMENDMENTS ARE IN STRIKEOUTS (DELETED) AND ITALICS (ADDED)):

8.1. MEMBERS OF COMMITTEE. The Architectural Control Committee ("ACC") shall consist of three (3) to seven (7) members. ~~During the Declarant Control Period, the Declarant and the Board shall appoint all members of the ACC. Upon expiration of the Declarant Control Period, the~~ *For so long as the Declarant Control Period is in effect, the Declarant shall continuously be a member of the ACC. During the Declarant Control Period, no action may be taken by the ACC unless the Declarant votes in favor of said action. The Board shall have the power to appoint and remove all of the members of the ACC, except the Declarant during the Declarant Control Period.* Persons appointed to the ACC need not be Members of the Association. If the ACC is not appointed, the Board itself shall perform the duties required of the ACC. Individual Board members may also serve

as ACC members. *Approval of an Owner's plans by the ACC may not be subsequently revoked by the ACC or the Declarant. However, amendments to approved plans may be required, as long as said amendments do not increase the Owner's expenses in effectuating the plans by more than \$5,000.00. Amendments may be required by (i) the ACC, or (ii) if the Declarant Control Period is still in effect, by the Declarant.*

Article 10, Section 4

SECTION 4 OF ARTICLE 10 OF THE DECLARATION IS AMENDED AS FOLLOWS
(AMENDMENTS ARE IN STRIKEOUTS (DELETED) AND ITALICS (ADDED)):

10.4.2. Declarant's Right to Amend. Declarant shall have, and is hereby vested with, the right to ~~unilaterally~~ amend this Declaration, as may be reasonably necessary or desirable for all purposes, including but not limited to the following purposes:

- (i) To adjust the boundaries of the Homesites, including adding or deleting common areas (by filing an appropriate amended Plat) to accommodate design changes or adjustment to lot configuration;
- (ii) to more accurately express the intent of any provisions of the Declaration in the Light of then existing circumstances or information.
- (iii) to better insure, in light of existing circumstances or information, workability of the arrangement which is contemplated by the Declaration;
- (iv) to facilitate the practical, technical, administrative or functional integration of any additional tract or subdivision into the Development;
- (v) to conform to the underwriting guidelines of major secondary market investors in order to facilitate the availability of financing;
- (vi) to change or assign the rights of Declarant to a third party or successor; or
- (vii) to change the assessment provisions or provisions related to the Board, the Bylaws, or the ACC.

However, Declarant must first obtain prior written approval from a majority of the Board prior to exercising its right to amend.

Nothing in this Section is intended to limit Declarant's unilateral right to annex Annexable Land into the Development. Declarant's right to record any documents to necessary to effectuate annexation of Annexable Land shall not be subject to this Section.

Article 10, Section 6

SECTION 6 OF ARTICLE 10 OF THE DECLARATION IS AMENDED AS FOLLOWS

(AMENDMENTS ARE IN STRIKEOUTS (DELETED) AND ITALICS (ADDED)):

10.6. DECLARANT CONTROL. Declarant's rights herein are assignable and transferrable, and shall continue until the *Declarant Control Period ends*. ~~Declarant no longer has any ownership interest in the Development or any Annexable Land.~~ Upon expiration of the Declarant Control Period, any approval previously required by Declarant shall be satisfied by obtaining approval of the Board.

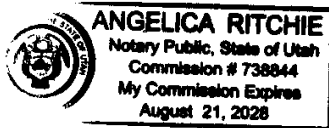
IN WITNESS WHEREOF, the undersigned has executed this Amendment on this 20 day of March, 20 25.

A N A ENTERPRISES, LLC,
a Utah limited liability company

By: Lance Anderson
Its: Authorized Representative

State of Utah)
) ss.
County of Washington)

On this 20 day of March, 20 25, personally appeared before me Lance Anderson, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the authorized representative of A N A Enterprises, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of said limited liability company by authority of its Operating Agreement, and he acknowledged before me that he executed the document on behalf of the said limited liability company and for its stated purpose.



Angelica Ritchie
Notary Public

Exhibit A
(Legal Description)

Exhibit "A" Legal Description

Parcel 1 Indigo Trails Phase 1-A:

All of Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 32 and 33, Indigo Trails Phase 1-A, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

I-INT-1-A-15; I-INT-1-A-16; I-INT-1-A-17; I-INT-1-A-18; I-INT-1-A-19; I-INT-1-A-20; I-INT-1-A-21;
I-INT-1-A-22-A; I-INT-1-A-23; I-INT-1-A-24; I-INT-1-A-32; I-INT-1-A-33;

Parcel 2 Indigo Trails Phase 1-B Amended and Extended:

All of Lots 2, 8, 9, 14 and 45, Indigo Trails Phase 1-B Amended and Extended, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

TAX ID No's: I-INT-1-B-2; I-INT-1-B-8; I-INT-1-B-9; I-INT-1-B-14 and I-INT-1-B-45-A

Parcel 3 Indigo Trails Phase 1-C Amended and Extended:

All of Lots 12 and 39, Indigo Trails Phase 1-C Amended and Extended, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

TAX ID No's: I-INT-1-C-12 and I-INT-1-C-39-A

Parcel 4 Indigo Trails Phase 1-C 2nd Amended and Extended:

All of Lots 28 and 31, Indigo Trails Phase 1-C 2nd Amended and Extended, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No's: I-INT-1-C-28-PT-A and I-INT-1-C-31-PT-A

Parcel 5 Indigo Trails Phase 1-D:

All of Lots 10, 11, 13 and 44, Indigo Trails Phase 1-D, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No's: I-INT-1-D-10; I-INT-1-D-11; I-INT-1-D-13 and I-INT-1-D-44

Parcel 6 Indigo Trails Phase 1-E:

All of Lot 3, Indigo Trails Phase 1-E, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No: I-INT-1-E-3

Parcel 7 Indigo Trails Phase 1-F:

All of Lots 4, 5, 6, 34 and 40, Indigo Trails Phase 1-F, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No's: I-INT-1-F-4; I-INT-1-F-5; I-INT-1-F-6; I-INT-1-F-34 and I-INT-1-F-40

Parcel 8 Indigo Trails Phase 1-G:

All of Lots 25, 26 and 42, Indigo Trails Phase 1-G, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No's: I-INT-1-G-25; I-INT-1-G-26 and I-INT-1-G-42

Parcel 9 Indigo Trails Phase 1-H Amended and Extended:

All of Lots 27, 36, 38, 41, and 43, Indigo Trails Phase 1-H, Amended and Extended, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No's: I-INT-1-H-27; I-INT-1-H-36; I-INT-1-H-38; I-INT-1-H-41 and I-INT-1-H-43

Parcel 10 Indigo Trails Phase 1-I:

All of Lot 35, Indigo Trails Phase 1-I, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No's: I-INT-1-I-35

Parcel 11 Indigo Trails Phase 2-A:

All of Lots 75, 78, 79, 80 and 81, Indigo Trails Phase 2-A, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No's: I-INT-2-A-75; I-INT-2-A-78-A; I-INT-2-A-79; I-INT-2-A-80 and I-INT-2-A-81

Parcel 12 Indigo Trails Phase 2-B:

All of Lots 73, 77 and 83, Indigo Trails Phase 2-B, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No's: I-INT-2-B-73; I-INT-2-B-77-A and I-INT-2-B-83-A

Parcel 13 Indigo Trails Phase 2-B Partial Amendment A:

All of Lots 76 and 82, Indigo Trails Phase 2-B Partial Amendment A, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No's: I-INT-2-B-76-PT-A and I-INT-2-B-82-PT-A

Parcel 14 Indigo Trails Phase 2-C:

All of Lots 49, 51, 52, 53, 54, 55, 57, 59, 60, 61, 64 and 68, Indigo Trails Phase 2-C, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No's: I-INT-2-C-49; I-INT-2-C-51; I-INT-2-C-52; I-INT-2-C-53; I-INT-2-C-54; I-INT-2-C-55; I-INT-2-C-57; I-INT-2-C-59; I-INT-2-C-60; I-INT-2-C-61-A; I-INT-2-C-64-A-1; and I-INT-2-C-68

Parcel 15 Indigo Trails Phase 2-D:

All of Lot 74, Indigo Trails Phase 2-D, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No's: I-INT-2-D-74

Parcel 16 Indigo Trails Phase 2-E:

All of Lots 62 and 71, Indigo Trails Phase 2-E, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No's: I-INT-2-E-62 and I-INT-2-E-71

Parcel 17 Indigo Trails Phase 2-F:

All of Lots 50 and 65, Indigo Trails Phase 2-F, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No's: I-INT-2-F-50 and I-INT-2-F-65

Parcel 18 Indigo Trails Phase 2-G:

All of Lot 72, Indigo Trails Phase 2-G, according to the Official Plat thereof, on file in the Office of the Washington County Recorder, State of Utah.

Tax ID No: I-INT-2-G-72